



Order under Section 69 Residential Tenancies Act, 2006

Citation: Li v Maxwell, 2026 ONLTB 22391

Date: 2026-03-20

File Number: LTB-L-089280-25

In the matter of: 28 RANDOLPH AVE
WHITBY ON L1P1M9

Between: Yunshu Li Landlord
Changyong Zhou

And

Cameron Maxwell Tenants
Lyndsey Reagin

Yunshu Li and Changyong Zhou (the 'Landlord') applied for an order to terminate the tenancy and evict Cameron Maxwell and Lyndsey Reagin (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on March 9, 2026.

The Landlord's Legal Representative, Yun Tao Li, and the first named Tenant attended the hearing.

Determinations:

Preliminary Issue: Service of the N4 Notice of Termination (N4 Notice)

1. The parties disagree as to when the N4 Notice was considered served on the Tenants. There is no dispute that the Landlord couriered the N4 notice to the Tenants. It was "shipped" on October 6, 2025, with a scheduled delivery date of October 7, 2025. However, there is also no dispute that the courier did not actually deliver the N4 notice to the Tenants until October 9.

2. The N4's termination date was October 22, 2025. The Tenants submit that because they actually received the N4 on October 9, they were not given the statutorily required 14 days to void the N4, and therefore the application should be dismissed.
3. The Landlord submits that the N4 Notice was deemed served on October 7, 2025 due to the *Residential Tenancies Act, 2006* (the 'Act') and Rule 3c of the LTB's *Rules of Procedure*, which says that a document served by courier is "considered served on the day after it was given to the courier when sent by courier".
4. In the alternative, the Landlord submits that the application should proceed due to section 212 of the Act, which states that an error on a notice or form substantially complies with the Act so long as the error or defect does not cause significant prejudice to a party. In my view, the Landlord's arguments must fail, and I am satisfied that the application must be dismissed on the basis that the N4 is defective.
5. The issue in this application is not whether the Landlord's method of service was adequate, which it was, but rather whether the Tenants were given sufficient notice as required by section 59 of the Act. Notwithstanding the Landlord's compliance with section 191 of the Act and the LTB's *Rules*, through no fault of the Tenant, the Landlord's courier delivered the N4 such that the Tenant was only given 13 days to void the notice. In my view, the service provisions in the Act and *Rules* cannot operate to deem a notice of termination to have been served in time if, through no fault of the tenant, it is actually served such that it does not comply with the Act's notice requirements. If this were to be a case, a tenant could be evicted in cases where the landlord's courier never delivers the notice at all, as the tenant would have be deemed to have received it under the *Rules*. That would be an absurd result.
6. I also disagree that the Landlord's failure to give the Tenants 14 days' notice can be cured by section 212 of the Act. In my view, section 212(2) was enacted to cure minor errors in applications such as incorrect unit numbers, misspelled names, or referencing time periods instead of specific dates. This part of the Act was not designed to supersede s. 59(b) of the Act and to allow the LTB to extend or shorten the Act's voiding requirements. In any event, significant prejudice does arise from the failure to receive a notice of termination containing the statutorily required notice period.
7. For these reasons, the Landlord's N4 notice is defective, and their application must be dismissed.

It is ordered that:

1. The Landlord's application is dismissed.

March 20, 2026
Date Issued

Paula West Oreskovich
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.